

## DEED OF TRUST

Rec'd for Record Jan. 23 1978 2:01 O'clk 9 M Same Day Recorded & Ex'd per Charles C. Keller, CLK.

THIS DEED OF TRUST is made this 18th day of January, 1978, among the Grantor, JAMES T. TRIANTIS and PAULA K. TRIANTIS, his wife, (herein "Borrower"), LEWIS W. RUSSELL, LELA CONSTANCE RUSSELL and WILLIAM L. WALDE (herein "Trustee"), and the Beneficiary, VIRGINIA MORTGAGE AND INVESTMENT COMPANY, INCORPORATED, a corporation organized and existing under the laws of Virginia, whose address is 4600 Lee Highway, Arlington, Virginia 22207 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Frederick, State of Maryland:

Lot numbered Sixteen (16) in Block lettered "B" in the subdivision known as "PLAT ONE, PROSPECT VIEW" as per plat thereof duly recorded in Plat Book 6 at Plat No. 139 among the Land Records of Frederick County, Maryland, being in the Woodville Election District.

JAN 23-78 B #26459 \*\*\*\*\*18.00

18.00

which has the address of 50 West Annapolis Court, Frederick, Maryland (herein "Property Address");  
[Street] [City] [State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated January 18, 1978 (herein "Note"), in the principal sum of Forty Thousand Eight Hundred and 00/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2008; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

*Exhibit*  
*Filed December 20, 1978*